

MSA Portable Instrument Warranty

- 1. Warranty - MSA warrants that this product will be free from mechanical defects and faulty workmanship for a period of two (2) years from date of activation (given six months storage maximum before actuation from the date of manufacture or 18 hours total alarm time, whichever is first), provided it is maintained and used in accordance with MSA's instructions and/or recommendations. MSA shall be released from all obligations under this warranty in the event repairs or modifications are made by persons other than its own or authorized service personnel or if the warranty claim results from physical abuse or misuse of the product. No agent, employee or representative of MSA has any authority to bind MSA to any affirmation, representation or warranty concerning the goods sold under this contract. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY, AND IS STRICTLY LIMITED TO THE TERMS HEREOF. SELLER SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.**
- 2. Exclusive Remedy - It is expressly agreed that Purchaser's sole and exclusive remedy for breach of the above warranty, for any tortious conduct of MSA, or for any other cause of action, shall be the repair and/or replacement at MSA's option, of any equipment or parts thereof, which after examination by MSA is proven to be defective. Replacement equipment and/or parts will be provided at no cost to Purchaser, F.O.B. MSA's Plant. Failure of MSA to successfully repair any nonconforming product shall not cause the remedy established hereby to fail of its essential purpose.**
- 3. Exclusion of Consequential Damage - Purchaser specifically understands and agrees that under no circumstances will MSA be liable to Purchaser for economic, special, incidental or consequential damages or losses of any kind whatsoever, including but not limited to, loss of anticipated profits and any other loss caused by reason of non-operation of the goods. This exclusion is applicable to claims for breach of warranty, tortious conduct or any other cause of action against MSA.**